
From: Paulson, Oscar (RTEA) [Oscar.Paulson@riotinto.com]
Sent: Sunday, December 28, 2008 5:42 PM
To: James Webb
Cc: Schutterle, Shelley (RTEA)
Subject: Irrevocable Letter of Credit/Eighth Amended Standby Trust Agreement
Attachments: STANDBY LC KENNECOTT URANIUM CO SBLC870.pdf;
Eighth_Amended_Standby_Trust_Agreement.pdf

James Webb:

Kennecott Uranium Company is in the process of obtaining an Irrevocable Letter of credit (LOC) in the amount of \$8,944,000. to replace the cash placed in trust as the surety instrument for Source Material License SUA-1350. The use of an Irrevocable Letter of Credit (LOC) will also require a Standby Trust Agreement.

Attached please find the following Adobe Acrobat Portable Document Format (*.pdf) files:

STANDY_LC_KENNECOTT_URANIUM_CO_SBLC870.pdf

Eighth_Amended_Standby_trust_Agreement.pdf

These files contain the Irrevocable Letter of Credit (LOC) and the Amended Standby Trust Agreement respectively. These are being sent to you for your review prior to submitting the hard copies so that if any revisions are required they can be made promptly.

Oscar Paulson

Facility Supervisor
Kennecott Uranium Company
Sweetwater Uranium Project
P.O. Box 1500
42 Miles Northwest of Rawlins
Rawlins, Wyoming 82301-1500

Telephone: (307)-324-4924
Fax: (307)-324-4925
Cellular: (307)-320-8758

E-mail: oscar.paulson@riotinto.com

Received: from mail2.nrc.gov (148.184.176.43) by TWMS01.nrc.gov
(148.184.200.145) with Microsoft SMTP Server id 8.1.291.1; Sun, 28 Dec 2008
17:42:25 -0500

X-Ironport-ID: mail2

X-SBRS: 4.5

X-MID: 24387621

X-IronPort-Anti-Spam-Filtered: true

X-IronPort-Anti-Spam-Result:

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X-IronPort-AV: E=Sophos;i="4.36,293,1228107600";

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Received: from mail6.riotinto.com ([148.175.49.29]) by mail2.nrc.gov with
ESMTP; 28 Dec 2008 17:42:23 -0500

Received: from usslcexbh1.corp.riotinto.org ([148.175.32.30]) by
mail6.riotinto.com with Microsoft SMTPSVC(6.0.3790.3959); Sun, 28 Dec 2008
15:41:30 -0700

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usslcexbh1.corp.riotinto.org with Microsoft SMTPSVC(6.0.3790.3959); Sun, 28
Dec 2008 15:42:22 -0700

X-MimeOLE: Produced By Microsoft Exchange V6.5

Content-Class: urn:content-classes:message

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Subject: Irrevocable Letter of Credit/Eighth Amended Standby Trust Agreement

Date: Sun, 28 Dec 2008 15:42:22 -0700

Message-ID: <2B4C7971EC389243AD66BB91E1F7DC840611F622@gscslcexch2.riotinto.org>

X-MS-Has-Attach: yes

X-MS-TNEF-Correlator:

Thread-Topic: Irrevocable Letter of Credit/Eighth Amended Standby Trust Agreement

Thread-Index: AclpPYwM0kYq8tAqRbCrEh3itfKFOw==

From: "Paulson, Oscar (RTEA)" <Oscar.Paulson@riotinto.com>

To: "James Webb" <James.Webb@nrc.gov>

CC: "Schutterle, Shelley (RTEA)" <Shelley.Schutterle@riotinto.com>

Return-Path: Oscar.Paulson@riotinto.com

X-OriginalArrivalTime: 28 Dec 2008 22:42:22.0526 (UTC) FILETIME=[8C57DDE0:01C9693D]

New York Branch

1345 Avenue of the Americas, 45th Floor
New York, N.Y. 10105
Tel. (212) 728-1500
Telex 424706

IRREVOCABLE STANDBY LETTER OF CREDIT NO. [REDACTED]

This Credit Expires: December 11, 2009

Issued To: U.S. Nuclear Regulatory Commission
Washington, DC 20555

Dear Sir Madam:

We hereby establish our Irrevocable, Standby Letter of Credit No. [REDACTED] in your favor, at the request and for the account of Kennecott Uranium Company P.O. Box 1500 Rawlins, Wyoming 82301-1500, NRC Source Material License SUA-1350. Docket Number: 40-8584 up to the aggregate amount of (Eight Million, Nine Hundred Forty Four Thousand and 00/100 U.S Dollars) USD 8,944,000.00 available upon presentation of:

- (1) Your sight draft. Bearing reference to this Letter of Credit No. [REDACTED]
- And
- (2) Your signed statement reading as follows: "I certify that the amount of the draft is payable pursuant to regulations issued under authority of the U.S. Nuclear Regulatory Commission."

This letter of credit is issued in accordance with regulations issued under the authority of the U.S. Nuclear Regulatory Commission (NRC), an agency of the U.S. Government, pursuant to the Atomic Energy Act of 1954, as amended, and the Energy Reorganization Act of 1974. NRC has promulgated regulations in title 10, Chapter I of the Code of Federal Regulations, Part 40, which require that a holder of, or an applicant for, a materials license issued under 10 CFR Part 40] provide assurance that funds will be available when needed for decommissioning.

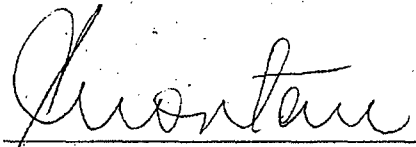
This letter of credit is effective as of December 12, 2008 and shall expire on December 11, 2009, but such expiration date shall be automatically extended for a period of one year on December 11, 2009 and on each successive expiration date, unless, at least 90 days before the current expiration date, we notify both you and Kennecott Uranium Company, by certified mail, as shown on the signed return receipts. If Kennecott Uranium Company is unable to secure alternative financial assurance to replace this letter of credit within 30 days of notification of cancellation, NRC may draw upon the full value of this letter of credit prior to cancellation. The bank shall give immediate notice to the applicant and NRC of any notice received or action filed alleging (1) the insolvency or bankruptcy of the financial institution or (2) any violation of regulatory requirements that could result in suspension or revocation of the bank's charter of license to do business. The financial institution also shall give immediate notice if the bank, for any reason, becomes unable to fulfill its obligation under the letter of credit.

Whenever this letter of credit is drawn on, under and in compliance with the terms of this letter of credit, we shall duly honor such draft upon its presentation to us within 30 days, and we shall deposit the amount of the draft directly into the standby trust fund of Kennecott Uranium Company in accordance with your instructions.

Each draft must bear on its face the clause. "Drawn under Letter of Credit No. [REDACTED] dated, and the total of this draft and all other drafts previously drawn under this letter of credit does not exceed USD 8,944,000.00.



Angel Luis Rivera
Vice President



Cristiana Montan
Assistant Manager

Banco Bilbao Vizcaya Argentaria S.A.
1345 Avenue of the Americas
New York, N.Y. 10105
Telephone: 212-728-1733
Date: Friday, December 12, 2008

This credit is subject to The Uniform Customs and Practice for Documentary Credits, (2007 revision) Publication no. 600.

EIGHTH AMENDED STANDBY TRUST AGREEMENT

THIS EIGHTH AMENDED STANDBY TRUST AGREEMENT, (the "Agreement") is entered into as of this ____ day of _____, 2009 by and between KENNECOTT URANIUM COMPANY, a Delaware corporation, (the "Grantor") and Wells Fargo Bank, N.A., (the "Trustee").

WHEREAS, the United States Nuclear Regulatory Commission ("NRC"), an agency of the United States Government, pursuant to the Atomic Energy Act of 1954, as amended, the Energy Reorganization Act of 1974, and the Uranium Mill Tailings Radiation Control Act of 1978, has promulgated regulations in Title 10, Chapter I of the Code of Federal Regulations, Part 40, Appendix A, Criteria 9 and 10. These regulations, applicable to the Grantor, require that a licensee of a uranium recovery facility shall provide assurance that funds will be available, when needed, in accordance with the approved Reclamation and Decommissioning Plan, and also for any long term surveillance and control of the uranium recovery facility.

WHEREAS, the Grantor has also elected to establish an irrevocable standby letter of credit for the benefit of the NRC to provide for all or part of such financial assurance for the facilities identified herein; and

WHEREAS, when payment is made under a letter of credit, this standby trust shall be used for the receipt of such payment, and

WHEREAS the Grantor has elected to establish a standby trust to provide all or part of such financial assurance for the facilities identified herein,

WHEREAS, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this Agreement, and the Trustee is willing to act as trustee,

NOW, THEREFORE, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

(a) The term "Grantor" means the licensee who enters into this Agreement and any successors or assigns of the Grantor.

(b) The term "Trustee" means the trustee who enters into this Agreement and any successor Trustee.

Section 2. Identification of Uranium Recovery Facilities and Cost Estimates. This Agreement pertains to the facilities and cost estimates identified in license number SUA-1350 and shown in Schedule A.

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a standby trust fund (the "Fund") for the benefit of NRC. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided.

Section 4. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee. The Fund is funded initially as consisting of the property which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of the Fund, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by NRC.

Section 5. Payment for Reclamation, Decommissioning, and Long Term Surveillance and Control. The Trustee shall make payments from the Fund, as the NRC shall direct, in writing, to provide for the payment of the costs of reclamation, decommissioning, and if necessary, long term surveillance and control of the facilities covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the NRC from the Fund for reclamation, decommissioning, and long term surveillance and control expenditures in such amounts as the NRC shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the NRC specifies in writing. Upon refund such funds shall no longer constitute part of the Fund as defined herein. No withdrawal from the Fund for particular license can exceed 10 percent of the remaining funds available for that license unless NRC written approval is attached.

Section 6. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor shall communicate in writing to the Trustee from time to time, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling and managing the Fund, the Trustee shall discharge his duties with respect to the Fund solely in the interest of the beneficiary and with the care, skill, prudence and diligence under the circumstance then prevailing which persons of prudence, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; except that:

(i) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State Government;

(ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal Government; and

(iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time not to exceed 60 days and without liability for the payment of interest thereon.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:

(a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provision thereof, to be commingled with the assets of other trusts participating therein; and

(b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et.seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the trustee is expressly authorized and empowered:

(a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale, as necessary, to allow duly authorized withdrawals at the joint request of the Grantor and NRC or to reinvest in securities at the direction of the Grantor."

(b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities to file proper forms concerning securities held in the fund in a timely fashion with appropriate government agencies or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal Government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 10. Annual Valuation. After payment has been made into the Fund, the Trustee shall annually, at least 30 days before the anniversary date of receipt of payment into the Fund, furnish to the Grantor and to the NRC, a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days before the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the NRC shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to the matters disclosed in the statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor. (See Schedule C)

Section 13. Successor Trustee. Upon 90 days notice to the NRC and the Grantor, the Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder.

Upon the successor trustee's acceptance of the appointment: the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, the NRC, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 14. Instruction to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instruction by the NRC to the Trustee shall be in writing, signed by the NRC, or its designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or NRC hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and the instructions from the Grantor or NRC, except as provided for herein.

Section 15. Notice Address for Trustee. The notice address and contact information for the Trustee shall be as follows, or as the Trustee may otherwise notify the Grantor and the NRC in writing:

Wells Fargo Bank, N.A.
Attn: Corporate Trust Services
MAC U1228-023
299 South Main Street, 2nd Floor
Salt Lake City, Utah 84111

Phone: (801) 246-5299
Fax: (801) 246-5996

Section 16. Amendment by Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the NRC, or by the Trustee and the NRC, if the Grantor ceases to exist. All amendments shall meet the relevant regulatory requirements.

Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the NRC, or by the Trustee and the NRC, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property less final trust administration expenses shall be delivered to the Grantor or its successor.

Section 18. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the NRC, issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its

official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 19. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of Wyoming.

Section 20. Interpretation. As used in this agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement. If any part of the Agreement is invalid, it shall not affect the remaining provisions, which will remain valid and enforceable.

[The rest of this page left intentionally blank]

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written.

GRANTOR:
Kennecott Uranium Company

Attest:
By: _____
Title:

By: _____
Name: J.R. Welch
Title: Treasurer

TRUSTEE:
Wells Fargo Bank, N.A.

Attest:
By: _____
Title: Relationship Specialist

By: _____
Name: Carl J. Mathis
Title: Vice President

United States Nuclear Regulatory
Commission

Attest
By: _____
Title:

By: _____
Name:
Title:

EXHIBIT A

STATE OF UTAH)
):ss
COUNTY OF SALT LAKE)

On the _____ day of _____, 2009, personally appeared before me Carl J. Mathis who being by me duly sworn did say, for himself, that he is a Vice President of Wells Fargo Bank, N.A., Trustee, and who executed the above instrument; that he knows the seal of said Association, that the seal affixed to such instrument is such Corporate Seal; that it was so affixed by order of the Association, and that he signed his name thereto by like order.

Notary Public

EXHIBIT A-1

STATE OF UTAH)
):ss
COUNTY OF SALT LAKE)

On the _____ day of _____, 2009, personally appeared before me J.R. Welch who being by me duly sworn did say, for himself, that he is the Treasurer of Kennecott Uranium Company, Grantor, and who executed the above instrument; that they know the seal of said company, that the seal affixed to such instrument is such Corporate Seal; that it was so affixed by order of the company, and that he signed his name thereto by like order.

Notary Public

SCHEDULE A

This Agreement demonstrates financial assurance for the following cost estimate(s) for the following uranium recovery facility(ies):

U.S. NUCLEAR REGULATORY COMMISSION LICENSE NUMBER	NAME OF FACILITY	ADDRESS OF FACILITY	COST ESTIMATES FOR WHICH FINANCIAL ASSURANCES ARE BEING DEMONSTRATED BY THIS AGREEMENT
SUA-1350	Sweetwater Uranium Project	42 Mi. NW of Rawlins, WY P.O. Box 1500 Rawlins, WY 82301-1500	\$ 8,944,000 per NRC acceptance of Grantor's calculation as contained in Grantor's letter dated _____, 200__.

SCHEDULE B

AMOUNT \$ -0-

AS EVIDENCED BY: (1)

(1) The Standby Trust is initially unfunded. Future contributions to the Standby Trust will initially consist of funds designated for deposit in accordance with the terms of an irrevocable standby letter of credit No. [REDACTED] as amended, in the amount of 8,944,000 issued by Banco Bilbao Vizcaya Argentaria S.A. in favor of NRC.

SCHEDULE C

Wells Fargo Bank, N.A., Trustee's fees shall be \$1,000 up front, which includes the first year fee, and \$500 per annum thereafter.